## Original Title Page

No supplement to this tariff will be issued Except for the purpose of canceling the tariff Unless specifically authorized by the Authority Additions to, changes in, and elimination from This tariff will be in loose-leaf form.

CPCN

3354

# SMITTY MOVERS, LLC CPCN 3354

HOUSEHOLD GOODS TARIFF NO. 1
NAMING LOCAL COMMODITY RATES
ALSO
ACCESSORIAL SERVICE CHARGES,
MISCELLANEOUS SERVICE CHARGES,
HOURLY RATES AND REGULATIONS

APPLYING ON NEW AND USED FURNITURE AND HOUSEHOLD EFFECTS, PERSONAL EFFECTS, AND OTHER PROPERTY AS DESCRIBED IN THE TARIFF

Transportation of household goods between points and places within Clark, Nye and Lincoln Counties, Nevada.

SMITTY MOVERS, LLC

Issued:

Issued by:

Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110 Effective:

**ACCEPTED** 

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#### **CPCN** 3354

# SMITTY MOVERS, LLC HOUSEHOLD GOODS TARIFF NO. 1

#### CHECKING SHEET FOR TARIFF

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should be made at once to the issuing carrier for a copy of the new or revised page.

#### **NEW PAGE NUMBERS**

## EXPLANTION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

N...... New

Dba..... Doing Business As

NV.....Nevada No.....Number

Nos.....Numbers

C...... Change, neither increase nor reduction

I....Increase

R.....Reduction

T.S.A....Transportation Services Authority

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CPCN 3354

## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

## APPLICATION OF CARRIER'S OPERATIVE RIGHTS

A Certificate of Public Convenience and Necessity providing the rights to transfer new and used household goods and personal effects to and from residences and establishments within Clark, Lincoln and Nye counties in the state of Nevada. This is inclusive of general commodities, furnishings, stock, and equipment or other supplies to and from stores, and other establishments, on call over irregular routes.

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# CPCN 3354

# SMITTY MOVERS, LLC

# HOUSEHOLD GOODS TARIFF NO. 1

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### RULES AND REGULATIONS

#### ACCESSORIAL SERVICES

I Except as otherwise provided herein, rates or charges covering accessorial services rendered by the carrier, are in addition to the transportation rates named in this tariff.

## APPLICATION OF RATES-COMMODITY DESCRIPTION

20 I The rates named in this tariff apply on household goods defined as any furniture, personal effects, baggage, equipment, stock, or supplies of a residence, store, office or other establishment.

#### APPLICATION OF RATES-TERRITORY

The rates shown in this tariff apply to all points and places within Clark, Nye and Lincoln Counties in the state of Nevada.

#### ARTICLES NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment: bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, credit cards, jewelry, postage or trading stamps, precious stones, or articles manufactured there from or perishable articles.

Should such article come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.

Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.

Carrier will not accept for shipment articles that cannot be taken from the premises without damage to the article or the premises.

Explosive, firearms or other dangerous goods or property liable to cause harm to life or equipment will not be accepted for shipment.

Household pets will not be accepted for transportation.

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### BILL OF LADING AND ORDER FOR SERVICE

When carrier or his agent believes it is necessary that the contents of packages be inspected, he shall
 make or cause such inspection to be made, or require other sufficient evidence to determine the actual
 character of the property.

#### I COMPLETE ARTICLE

60 I Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in the vehicle shall constitute one article for the purpose of determining carrier's liability as provided in item 80.

Note: When entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.

#### **DECLARATION OF VALUE**

(A) Shippers are required to state specifically in writing the agreed or declared value of the property, otherwise a base value of 60 cents per pound per article will apply.

Where value in excess of 60 cents per pound per article is declared, at the option of the shipper, the carrier will provide full declared value protection through special insurance at an added charge equivalent to the required premium.

(B) If shipper declines to declare the value or agree to released value in writing, the shipment may not be accepted. If accepted, base release value of 60 cents per pound per article will apply. (See Item No. 140)

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## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

I CLAIN

90 1

- A) Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original bill of lading, if not previously surrendered to carrier. Carrier may require the claim form to be certified or a sworn statement of the claim.
- B) If you believe the rate you were charged was not the rate you agreed upon, please call 702-762-7673 or let us know in writing to 1180 Nellis Blvd. 1A, Las Vegas, NV 89110.
- C) Carrier shall be immediately notified of all claims for concealed damages and shall be given reasonable opportunity to inspect alleged concealed damages in original package.
- D) Limitation of time for filing claims shall be ninety days. The carrier's liability shall not exceed the cost of repairing or replacing the property list or damaged with materials like kind and quality not exceeding the actual cash value of the property at the time and place of loss, with due allowances for depreciation or deterioration howsoever caused, but in no event to exceed: the released value not exceeding 60 cents per pound per article, if shipper has not released the value to a lump sum for the entire shipment, such proportion of the actual value of the article or articles lost or damaged as shall be determined under item 80.
- E) The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (or render any any services) at a place or places at which the consignee or its agent is not present the property shall be at the risk of the owner after unloading or delivery.
- F) Where the carrier is directed to load property from (or render) any service from a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading or delivery.
- G) The carrier's liability with regard to sets or matched piece shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed: (1) the release value not exceeding 60 cents per pound per article; or (2) if the shipper has declared value on the entire shipment such proportion of the actual value of the article or as articles lost or damaged shall be determined under Rule 80

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No

## **RULES AND REGULATIONS**

Claims

90 I Cont . I

I (G) The services provided in this tariff do not include the servicing of refrigerators, stoves, deep freezers, radios, record players, computers, computer accessories, washing machines, dryers, television sets, air conditioners, television aerials or other articles or appliances requiring special servicing, prior to or immediately after transportation. However the carrier will, if requested by the shipper, consignee or owner, and acting as designated agent for such party and at such party's sole and separate expense, attempt to engage competent and qualified third persons, if such persons be available to service the aforesaid items, but the carrier assumes no responsibilities for the activities, conduct or competence of the aforesaid third persons, the amount of their charges or the quality of their service furnished, it being understood that the prime and sole responsibility for servicing of any and all such articles as aforesaid lies with the shipper, and that the shipper shall have all the articles properly serviced immediately prior to and after transportation, independently or through the carrier as its designated agent, and the carrier shall not be responsible for examining the above mentioned articles to determine whether or not such articles have been properly serviced prior to or after transportation.

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### CLAIMS FOR LOST OR DAMAGED GOODS

100 I

- A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.
- 2. Within 14 days after receipt of the claim, the carrier shall:
  - (a) Compensate the shipper or consignor, or
  - (b) Deliver to the shipper or consignor a written denial of the claim.
- A denial of a claim may be appealed by the shipper or consignor to the Nevada Transportation Authority.

#### FAILURE TO MAKE DELIVERY

110 I

- A) In all instances where carrier is unable to locate the consignee at the address (if known by the carrier); or where the consignee is unable or declines to accept delivery of the shipment, or the shipment remains in the possession of the carrier pursuant to instruction of the shipper or consignee, notification of failure to make delivery will be mailed or faxed to the consignee, consignee or owner, or written notice delivered to the premises where actual delivery was to be effected the option of the carrier, in a public warehouse, and liability as a carrier shall immediately cease and liability shall thereafter be only that of the warehouseman.
- B) In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from the carrier's terminal or from the public warehouse (as the case may be) to place of delivery.

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### IMPRACTICAL PICK-UP OR DELIVERY

120

- A) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be operated safety.
- B) When it is physically impossible for the carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with the normally assigned road equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, the articles will be picked-up or delivered at the nearest point of approach to the desired location where equipment can be made safely accessible. The carrier will have final determination over the ability to perform delivery.
- C) Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment or provide extra labor for the purpose, if possible of accomplishment of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provided in rule 250 and shall be in addition all other transportation or accessorial charges.
- D) If the shipper does not accept the shipment at the nearest point of safe approach by carrier road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available public storage, subject to a lean for all lawful charges. The liability on part of the carrier will cease when shipment is unloaded in to the public storage and the shipment shall be considered as having been delivered.
- E) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to public storage location shall constitute a new shipment, subject to applicable rates as provided in the tariff from point at which it was originally tendered to public storage location, which shall be in addition to charges from initial point of origin at which shipment was originally tendered. All accrued charges on the shipment, public storage charges or any part thereof shall be due and payable upon delivery of same to the public storage. Any subsequent movement from public storage shall constitute a new shipment.

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CPCN 3354

# SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO 1

	HOUSEHOLD GOODS TARIFF NO. 1						
Rule No	RULES AND REGULATIONS						
1	IMPRACTICAL OPERATION						
 	Nothing in this tariff shall require the carrier to perform any line-haul service or pick-up or delivery service or any other service from or to or at any point or location where, through no fault or neglect of the carrier, the operation of vehicles is impractical because:						
130 I	<ul> <li>A) The condition of the roads, streets, driveways, alleys, or approaches thereto to unreasonable risk or loss or damage to life or property.</li> </ul>	would subject operation	ons				
1	B) Loading or unloading facilities are inadequate						
     	C) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property Or (2) unreasonably jeopardize the ability of the carrier to render line-haul or pick-up or delivery or any other service from or to or at other points or locations.						
       140	INSURANCE						
140 I I I	The cost of any insurance in the name of the shipper, or the benefit of the shipper will not be assumed by the carrier. (See Rule 80)						
	MARKING AND PACKING						
I I	(A) Articles of both fragile and unbreakable nature must be properly packed. Non any items that are not packed by the carrier.	o claims will be allowed	d				
50	(B) Where shipments are improperly, insecurely or unsafely packed, crated or the thereof the contents may be destroyed or damaged, carrier will arrange to properly packed, and charges shown in Rule 250 of this tariff will be assess	ave such shinment					
į	(C) The shipper shall provide all original packing boxes or agree to use boxes a	s provided by the carrie	er.				
į	(D) If the shipper instructs the carrier to pack or repack any items, those items in the carrier. No claims will be allowed on any items that are not unpacked be	must be unpacked by y the carrier.					
ssued:	Effectiv	e:					
	Issued by:						
	Steven M. Smith, Sr. Smitty Movers, LLC	CCEPTED					
	1180 Nellis Blvd. 1A						

Las Vegas, NV 89110

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Nevada Transportation Administrative Las Vegas, Nevada

CPCN 3354

## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS Rule No PAYMENT OF CHARGES (A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff 160 rates and advance charges have been paid by cash, money orders, and cashier check except where other arrangement have been made in advance. (B) The carrier shall have lien rights on any property transported by it for all charges incurred. (C) The shipper will furnish the carrier, upon demand, a certified statement describing and setting forth the actual cash value of any property in possession of carrier being held for payment. (D) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to public storage location shall constitute a new shipment, subject to applicable rates as provided in the tariff from point at which it was originally tendered to public storage location, which shall be in addition to charges from initial point of origin at which shipment was originally tendered . All accrued charges on the shipment, public storage charges or any part thereof shall be due and payable upon delivery of same to the public storage. Any subsequent movement from public storage shall constitute a new shipment. (E) After seven days, with proper notice, carrier shaft have the right to sell, as shipper's agent, at public or private sale, any property of the shipper's in satisfaction of any charges not paid in full. (F) Upon default by the customer, the carrier is entitled to collect legal fees and interest as provided in the contract. PICK-UPAND DELIVERY AT PUBLIC STORAGE 170 Except as otherwise provided herein, if shipment is delivered to or picked up at a public storage, the rates for transportation include only the loading or unloading at the door, platform, dock or other point convenient or accessible to the vehicle. SHIPMENTS ACCEPTED SUBJECT TO LAWS 180 Shipments will be accepted to the requirements of ordinances or limitation of law as regulating the transportation of the property, or the use of vehicles and facilities. Effective:

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CPCN 3354

## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

Rule No **RULES AND REGULATIONS** WAITING OR DELAY I When a vehicle is held for convenience of shipper or consignee through no fault of the carrier, a 190 charge for waiting time will apply at the hourly rate of \$85 per hour as shown in Rule 250. I INSPECTION OF PACKAGE I When a carrier or his agent believes it is necessary that the contents of packages be inspected, he/she 200 I shall make or cause such inspection to be made, or require other sufficient evidence to determine the I actual character of the property. I SERVICING SPECIAL ARTICLES I The transportation in this tariff do not include servicing or unservicing articles or appliances such as refrigerators, stoves, deep freezers, radios, record players, computers, computer accessories, washing machines, television sets, air conditioners, television aerials and the like which, if not properly 210 serviced, maybe damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced or unserviced as provided in (A) or (B) below (A) Upon request of the shipper, owner or consignee of the goods, carrier will be subject to (B) below, service and unserviced such as article and appliances at origin and destination for the additional charge provided in Rule 250. Such servicing and unservicing does not include removal or installation of articles secured to the premises, or plumbing, electrical or carpentry services necessary to disconnect, remove connect and install such articles and appliances. (B) If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier will, upon request of the shipper, owner or consignee and as agent for them, engage third persons to perform the servicing and unservicing. When the third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of service (C) All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 220 herein.

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CPCN 3354

# SMITTY MOVERS, LLC

# HOUSEHOLD GOODS TARIFF NO. 1

Rule N	RULES AND REGULATIONS
	ADVANCING OF CHARGES
220   	Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by the carrier with a copy of an invoice setting forth the services rendered, charges and basis thereof, together with references to applicable schedule of tariff charges are assessed in accordance therewith. When third persons are engaged by the carrier to perform any domestic or maid service, the carrier will not assume responsibility for their activities or conduct, amount charged nor the quality or quantity of service finished, except otherwise provided.
j	The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.
l	LABOR CHARGES
230 I I	Cover all accessorial services for which no charges are otherwise provided in this tariff, when such services are requested by the shipper. (See Rule 250)
ļ	EARLY TERMINATION OF SHIPMENT
240   	(A) The carrier reserves the right to stop work at any time and demand payment for the time worked and time estimated to complete shipment.
1	(B) The shipper reserves the right to stop work at any time. Minimum charges will apply.

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CPCN 3354

#### SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### RATES AND CHARGES

250

Carrier will charge rates appearing in this Rule on shipments moving not more than 50 miles from the carrier's main terminal. Chargeable time will include loading and unloading driving time between the origin and the destination and a fixed travel charge of \$85 per shipment. For shipments originating between 50 to 100 miles from the carrier's main terminal chargeable time will include loading and unloading, driving time between the origin and the destination at a fixed travel charge of \$170 per shipment. One 24' truck is included in the rates listed below. Any additional manpower requested is listed below. If additional trucks are requested, It will be provided for an additional charge of \$30 per hour plus cost of driver per hour listed below.

Any packing material and/or containers which becomes the property of the shipper, shall be charged for based on this rule. Shipments are to be released at a value not exceeding 60 cents per pound per article unless additional insurance is purchased by shipper exceeding that value. Rates in this rule apply to shipments defined in Rule 20 and apply seven days a week.

(A) Applying to shipments having a point of origin or destination in Clark, Nye and Lincoln counties within the state of Nevada:

Driver	\$ 50.00 per man hour
Helper	\$ 35 00 per man hour
Additional Helper	\$ 25.00 per man hour
Packer, Unpacker	\$ 25.00 per man hour
Laborer only	35.00 per man nour
Laborer only	\$ 35.00 per man hour
Hand moving (no vehicle)	\$ 35.00 per man hour

Rates are rounded to the nearest half hour after the first two hours.

- (B) Overtime rates apply to shipments made under paragraph (A) and shall be charged at 150% of man hour rates before 8:00 a.m. and after 9:00 p.m. Overtime rates of 200% will apply after 12:00 midnight until 8:00 a.m.
- (C) All shipments are subject to a (2) hour minimum charge assessed from the arrival at the shipper's original address to the time the carrier completes services at the destination plus the applicable travel charge. The carrier will determine arrival time at the origin address and completion time at the destination address.
- (D) Before providing any service subject to regulation by the Nevada Transportation Authority, a carrier of household goods must notify the customer in writing of the scope of the standard liability coverage provided and the availability of additional coverage.

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CPCN 3354

## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

Rule No RULES AND REGULATIONS RATES AND CHARGES (E) Servicing or unservicing appliances such as refrigerators, stoves, deep freezers, radios, record players, computers, computer accessories, washing machines, television sets, air 250 conditioner, television aerials and the likes will be charged at a rate of \$35 for each item. METHOD FOR DETERMINING DISTANCE In computing charges on shipments moving under the mileage rates named in Rule 350 of this tariff, 260 the mileage shown on the current official highway map issued by the Nevada Highway Department will be used. When carrier receives a request to move between two points mileage shall be computed from the carrier's home terminal to point of pick-up of point of delivery and return to home terminal. Rates to be computed on the basis of 50% of the round trip mileage. CHARGES ON DIFFERENT MINIMUM WEIGHTS 270 When charges accruing on a shipment based upon actual weight exceed the charges computed upon a rate based upon a greater minimum weight, the latter will apply. **ESTIMATES** 280 1. A common motor carrier of household goods must, if requested by the shipper after visual inspection of the goods, give to the shipper a written estimate of the charges. The original must be delivered to the shipper and a copy maintained by the carrier in his record of the shipment . 2. The estimate must be based upon the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting the goods may not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay for the additional services so requested. If the final charges are less than the estimate, the carrier shall only collect the actual charge for the service. Issued: Effective:

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## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### 1

290

#### DIVERSION OF SHIPMENTS

- (A) Upon instructions of the consignor, consignee or owner, a shipment will be diverted subject to the following provisions and additional charges.
- (B) The term diversion as used herein means:
  - 1. A change in the name of the consignor.
  - 2. A change in the name of the consignee.
  - 3. A change in the destination.
  - 4. A change in the route at the request of the consignee, consignor or owner.
  - 5. Any other instructions given which are necessary to effect delivery and requiring an addition to or a change in billing or an additional movement of the shipment or both,
- (C) When an order for diversion under this rule is received by a carrier, diligent effect will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered unless such failure is due to error or negligence of the carrier or its employees.
- (D) When an order under this rule is received by the carrier after the shipment has been delivered to a connecting carrier such order will be promptly transmitted direct to the connecting carrier, when responsibility of the first carrier will end and the shipment will be subject to the rules of the carrier on whose lines the order is accomplished.
- (E) An order for diversion must be made or confirmed in writing and an order for diversion which specifies that a particular rate is to be protected will not be construed as obligating carrier to protect other than the lawful rate and charges as provided for under this rule.
- (F) Charges on a shipment that has been diverted will be assessed at the lawfully applicable rate from the original to a destination via the point of diversion over the route of movement, plus the charges plus the charges as provided for in paragraph (G). In the event that a back-haul is involved over the line or route of movement in the direction of the point of origin. Charges will be assessed at the rate applicable to and from the point of diversion plus the additional charge as provided for in paragraph (G).
- (G) The charge for diversion will be: Clark County twenty-five dollars and ten cents (\$25.10) all counties except Clark County twenty-eight dollars and fifteen cents (\$28.15) which charge is in addition all other charges lawfully applicable.

#### CONSOLIDATED SHIPMENTS

300

- (A) Property of two or more families or establishment will not be accepted as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.
- (B) The name of only one shipper and one consignee shall appear on the bill of lading, but the bill of lading must also specify the name of a party to notify of the arrival of the shipment at destination.

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## SMITTY MOVERS, LLC

## HOUSEHOLD GOODS TARIFF NO. 1

**RULES AND REGULATIONS** Rule No DIVIDED SHIPMENTS (A) Subject to rule 300, a divided shipment is a shipment received at more than one place of pick-up 310 within the pick-up limits at a point of origin or delivered to more than one place of delivery within the delivery limits at point of destination or both. (B) The total charge for a divided shipment shall be the charges as provided in Rule 340, For each additional pick-up and delivery plus all other rates and charges accruing under this tariff. In the event that a lower aggregate charge results by computing charges on one or more component parts as a separate shipment, such lower charge will apply. (C) The charge for each stop, other than the first stop, necessary in connection with divided shipments: Added charge ......\$50.00. STORAGE IN TRANSIT 320 (A) Storage in transit if shipments covered by this tariff is the holding of the shipment in the warehouse of the carrier or its agent, for storage, pending further transportation, and will be effected only at specific request of the shipper. For the purpose of this rule, a carrier may designate any public storage to serve as its agent. (B) The shipments moving under this rule may be placed in storage in transit only once and for a period not to exceed on hundred and eighty days, from the date of unloading into warehouse. When not removed at the expiration of the times specified herein, and in the event shipment remains in storage in excess of one hundred eighty days, the point of storage shall be considered the point of destination and thereafter shall be subject to the rules, regulations, and charges of the individual warehouse. (C) All accrued charges are due immediately on receipt of shipment, for storage in transit; thereafter, storage charges are due monthly, in advance. (D) Charges for pick-up and delivery in conjunction with storage in transit shall be computed on a weight basis (see Rule 340). WEIGHT MASTER'S CERTIFICATE 330 Prior to delivery and unloading of a shipment transported under distance or point-to-point rates the carrier shall arrange to determine the weight of such shipment by obtaining a weigh master's certificate or weight ticket. On shipments estimated at weight less than 1,000 pounds, the carrier may have the shipment weighted over a platform or hand scale in lieu of obtaining a weight ticket, provided a written statement of the weight signed by the weigher is obtained. If a scale isn't available, the weight shall be determined by multiplying the cubic feet occupied by seven (7) pounds per cubic feet. Effective:

Issued:

Issued by:

Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110

ACCEPTED

JUL 01 2013

CPCN 3354

# SMITTY MOVERS, LLC

# HOUSEHOLD GOODS TARIFF NO. 1

Rule No	RULES AND REGULATIONS	
I	ADDITIONAL CHARGES	
340	Rates in this tariff shall apply to shipments when moving under provisions of Rule 350 and are in addition to those applicable mileage rates.	
į	PIANO OR ORGAN CARRY CHARGES	
	Handle charges for pipe organs and all types of pianos, except spinets.  Charges are in addition to flight carry charges and are applied as a flat charge per item\$200.	.00
İ	Handle charges for all other types of organs and spinets pianos in addition to flight carry charges applied as a flat charge per item\$200.	.00
į	ELEVATOR, STAIR AND EXCESSIVE DISTANCE CARRY CHARGES	
 	ELEVATORS (Subject to note 1, 2, 3, 4, 5, 6, 8 and 10): Where pick-up or delivery involves use of adequate elevator service up or down one or more flights (see note 6) a charge will be assessed if none.	
į	One or more flights at origin (See notes 3, 4 and 5)	.20
į	One or more flights at destination (See notes 3, 4 and 5)	20
	STAIRS (Subject to notes 1, 2, 5, 8 and 10): Inside a building is subject to note 6 and outside stairs attached to a building is subject to note 7.	
ļ Ļ	Where pick-up or delivery involves carriage up or down or more flights of stairs, a charge will be be assessed if none:	
į	One or more flight s at origin	55
i	Per each extra flight of stairs at destination\$ .5	55

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'JUL 01 2013

CPCN 3354

# SMITTY MOVERS, LLC

# HOUSEHOLD GOODS TARIFF NO. 1

Rule No	RULES AND REGULATIONS					
1	ADDITIONAL SERVICES					
340 I	EXCESSIVE DISTANCE (Subject to notes 2, 9 and 10)					
Cont'd I	Where pick-up or delivery involves one or more extra carries (Subject to note 9), a charge will be assessed in dollars per hundred pounds:					
ļ	Per each extra carry at origin\$	.55				
į	Per each extra carry at destination\$	.55				
į į	NOTE 1: Elevator and stair carry charges will not apply when pick-up or delivery is within a single family dwelling.					
i 1 1	NOTE 2: Charges will be based on actual weight of the shipment except when (under the provisions of Rule 310 and Rule 350) portions of the shipment are picked up or delivered at more than one place, the charge will apply only to the actual weight of that portion of the shipment picked up or delivered at other than the ground floor.					
į	NOTE 3: When two or more elevators providing parallel service are utilized, charges will apply per shipment, not per elevator.					
1	NOTE 4: When an elevator is used and shipment must then be transferred to a second elevator or carry one or more flights, charges will be made once for the first elevator and again for each additional elevator or stair carry service.					
İ	NOTE 5: When stairs and elevators are available, charge will be based on the method that results in the lower cost to the shipper.					
1	NOTE 6: Inside a building, the first flight shall consist of at least 8 steps. Additional flights shall be defined as the number of complete floors above or below the first flight.					
İ	NOTE 7: Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.					
ssued:	Effective:					

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JUL 01 2013

CPCN 3354

#### SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS Rule No ADDITIONAL SERVICES NOTE 8: When a piano or organ is included in the shipment, an additional charge for the first 340 flight, carrying a piano or organ upstairs or downstairs, whether or not inside or outside a building, shall be \$18.50 in Clark County and \$19.95 in Nye and Lincoln in Nevada. Each flight thereafter in Clark County after the first flight is \$9.50 in Clark County and \$10.25 in Nye and Lincoln counties. The minimum charge will apply each time the service is performed at origin and/or destination. NOTE 9: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including elevator or stair distance for which charges herein apply) between the vehicle and: (A) The entrance door of a detached or single family dwelling, or (B) The applicable individual apartment or office entrance door within a multiple occupancy building. NOTE 10: Where there is a piano and/or organ included in the shipment, the handling charge for the piano or organ provided in this rule will be in addition to the applicable excessive distance charges. **DIVIDED SHIPMENTS** The charge for each stop, other than the first stop, necessary in connection with divided shipments (See Rule 310). Added charge per stop......\$ 50.00 WAITING TIME Charges for waiting time (See Rule 190) are based on hourly rates provided in Rule 250. Issued: Effective: Issued by:

> Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110

ACCEPTED

JUL 01 2013

**CPCN** 3354

# SMITTY MOVERS, LLC

# HOUSEHOLD GOODS TARIFF NO. 1

Rule No	RULES AND REGULATIONS					
	ADDITIONAL SERVICES					
340 I	HOISTING, LOWERING OR RIGGING					
Cont'd I I I	When it is necessary to use rigging, hoisting, or lowering services in order to accomplish pick-up or delivery of a shipment, carrier will perform such services at the rate of \$25 provided in Rule 250, labor only subject to carrier's ability to furnish equipment and experienced personnel,					
į.	If the carrier is unable to furnish equipment and the experience personnel, the shipper, consignees or owner of the goods must arrange for such service.					
 	If requested by the shipper, consignee or owner, carrier will, as agent for the shipper, consignee or owner, undertake to secure such services from a third party, if available but in such instances, carrier assumes no responsibility for the activities or conduct of such third party, amount or payment of its charges, or quality or quantity of service furnished, nor will carrier be liable for loss or damage to the shipment while in the custody of such third party.					
İ	STORAGE IN TRANSIT					
İ	Charges in connection with shipments stored in transit under the provisions of Rule 320 are in dollars per hundred pounds:					
į	Storage for each 30 days of fraction thereof					
į	Warehouse handling in and out\$3.05					
 	For a shipment to be considered under the provisions of this tariff for storage in transit the pick-up and/or delivery shall be on a hundred weight basis and the rates appearing in Rule 350 shall be charged.					
sued:	Effective:					

Issued by:

Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110

**ACCEPTED** 

JUL 01 2013

# SMITTY MOVERS, LLC HOUSEHOLD GOODS TARIFF NO. 1

#### **RULE 350**

#### MILEAGE RATES

The Mileage rates do not apply on shippments moving wholly within a radius of 100 air-line miles from main Post Office at carrier's base of operations. Charable time will include loading Distance rate named in this rule apply to shipments defined in Rule 20 and are in dollars per 100 pounds. Value declared in writing by the shipper or agreed upon in writing as the released value of the property subject to conditions set forth in Rule 80.

MINIMUM	WEIGHT	IN POUNDS
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WEIGHT HAT	CONDS					
\$32.25	\$23.55	\$18.90	\$15.75	\$12.85	\$11.40	\$10.60
35.95	24.20	19.25	16.10	13.05		10.80
37.00	25.00	19.75	16.35	13.60		11.05
37.60	25.60	20.35	16.85	13.95		11.50
38.65	26.35	20.65	17.35	14.30		11.75
39.45	26.80	20.85	17.60	14.65		12.05
40.00	27.00	21.35	17.75	14.85		12.30
40.90	27.40	31.75	18.10	1		12.40
41.40	28.05	22.00	18.30	15.20		12.60
42.00	28.25	22.30	18.55	15.35		12.85
42.75	28.85	22.55	18.90	15.75		13.05
43.35	29.25	22.85	19.25	16.10	200000000	13.60
44.00	29.55	23.45	19.50	16.25		13.75
44.75	29.95	23.65	19.75	16.40		13.95
45.15	30.30	23.85	20.05	16.65	30	14.05
45.70	30.85	24.05	20.30	16.75		14.30
46.15	31.25	24.25	20.45	16.90		14.40
46.75	31.50	24.75	20.65	17.05		14.65
47.10	32.05	25.20	20.80	17.20		14.85
47.60	32.40	25.50	20.95	17.55		14.95
48.45	33.05	25.80	21.30	17.95		15.40
49.35	33.70	26.38	21.45	18.35		15.70
50.25	34.40	26.85	21.80	18.75	100000000000000000000000000000000000000	16.10
51.00	35.10	27.45	21.95	19.10		16.35
52.15	35.65	27.85	22.35			16.65
53.15	36.75	28.35	22.50		The second secon	17.30
54.40	37.30	28.85			100000000000000000000000000000000000000	17.95
55.85	38.05	29.45	23.45			18.25
56.95	38.75	29.80	23.75			18.90
58.05	39.40	30.25	24.25			19.30
	\$32.25 35.95 37.00 37.60 38.65 39.45 40.00 40.90 41.40 42.00 42.75 43.35 44.00 44.75 45.15 45.70 46.15 46.75 47.10 47.60 48.45 49.35 50.25 51.00 52.15 53.15 54.40 55.85 56.95	35.95         24.20           37.00         25.00           37.60         25.60           38.65         26.35           39.45         26.80           40.00         27.00           40.90         27.40           41.40         28.05           42.00         28.25           42.75         28.85           43.35         29.25           44.00         29.55           44.75         29.95           45.15         30.30           45.70         30.85           46.15         31.25           46.75         31.50           47.10         32.05           47.60         32.40           48.45         33.05           49.35         33.70           50.25         34.40           51.00         35.10           52.15         35.65           53.15         36.75           54.40         37.30           55.85         38.05           56.95         38.75	\$32.25 \$23.55 \$18.90  35.95 24.20 19.25  37.00 25.00 19.75  37.60 25.60 20.35  38.65 26.35 20.65  39.45 26.80 20.85  40.00 27.00 21.35  41.40 28.05 22.00  42.00 28.25 22.30  42.75 28.85 22.55  43.35 29.25 22.85  44.00 29.55 23.45  44.75 29.95 23.65  45.70 30.85 24.05  46.15 31.25 24.25  46.75 31.50 24.75  47.10 32.05 25.20  47.60 32.40 25.50  48.45 33.05 25.80  49.35 33.70 26.38  50.25 34.40 26.85  51.00 35.10 27.45  52.15 35.65 27.85  53.15 36.75 28.85  56.95 38.75 29.80	\$32.25 \$23.55 \$18.90 \$15.75  35.95 24.20 19.25 16.10  37.00 25.00 19.75 16.35  37.60 25.60 20.35 16.85  38.65 26.35 20.65 17.35  39.45 26.80 20.85 17.60  40.00 27.00 21.35 17.75  40.90 27.40 31.75 18.10  41.40 28.05 22.00 18.30  42.00 28.25 22.30 18.55  42.75 28.85 22.55 18.90  44.00 29.55 23.45 19.25  44.00 29.55 23.45 19.50  44.75 29.95 23.65 19.75  45.15 30.30 23.85 20.05  45.70 30.85 24.05 20.30  46.15 31.25 24.25 20.45  46.75 31.50 24.75 20.65  47.10 32.05 25.20 20.80  47.60 32.40 25.50 20.95  48.45 33.05 25.80 21.30  49.35 33.70 26.38 21.45  50.25 34.40 26.85 21.80  51.00 35.10 27.45 21.95  52.15 35.65 27.85 22.87  55.85 38.05 29.45 23.45  56.95 38.75 29.80 23.75	\$32.25 \$23.55 \$18.90 \$15.75 \$12.85 \$35.95 \$24.20 \$19.25 \$16.10 \$13.05 \$37.00 \$25.00 \$19.75 \$16.35 \$13.60 \$37.60 \$25.60 \$20.35 \$16.85 \$13.95 \$38.65 \$26.35 \$20.65 \$17.35 \$14.30 \$39.45 \$26.80 \$20.85 \$17.60 \$14.65 \$40.00 \$27.00 \$21.35 \$17.75 \$14.85 \$40.90 \$27.40 \$31.75 \$18.10 \$14.95 \$41.40 \$28.05 \$22.00 \$18.30 \$15.20 \$42.00 \$28.25 \$22.30 \$18.55 \$15.35 \$42.75 \$28.85 \$22.55 \$18.90 \$15.75 \$43.35 \$29.25 \$22.85 \$19.25 \$16.10 \$44.00 \$29.55 \$23.45 \$19.50 \$16.65 \$40.70 \$30.85 \$24.05 \$20.05 \$16.65 \$40.70 \$30.85 \$24.05 \$20.30 \$16.75 \$45.70 \$30.85 \$24.05 \$20.30 \$16.75 \$46.15 \$31.25 \$24.25 \$20.45 \$16.90 \$47.10 \$32.05 \$25.20 \$20.80 \$17.20 \$47.60 \$32.40 \$25.50 \$20.95 \$17.55 \$48.45 \$33.05 \$25.80 \$21.30 \$17.95 \$49.35 \$33.70 \$26.38 \$21.45 \$18.35 \$50.25 \$34.40 \$26.85 \$21.80 \$18.75 \$53.15 \$36.75 \$28.35 \$22.87 \$20.40 \$55.85 \$38.05 \$29.45 \$29.80 \$23.75 \$21.35 \$29.90 \$56.95 \$38.75 \$29.80 \$23.75 \$21.35 \$29.90 \$20.90 \$56.95 \$38.75 \$29.80 \$23.75 \$21.35 \$29.90 \$20.90 \$2	\$32.25 \$23.55 \$18.90 \$15.75 \$12.85 \$11.40 35.95 24.20 19.25 16.10 13.05 11.65 37.00 25.00 19.75 16.35 13.60 11.95 37.60 25.60 20.35 16.85 13.95 12.30 38.65 26.35 20.65 17.35 14.30 12.60 39.45 26.80 20.85 17.60 14.65 12.95 40.00 27.00 21.35 17.75 14.85 13.05 40.90 27.40 31.75 18.10 14.95 13.30 41.40 28.05 22.00 18.30 15.20 13.40 42.00 28.25 22.30 18.55 15.35 13.60 42.75 28.85 22.55 18.90 15.75 13.95 43.35 29.25 22.85 19.25 16.10 14.40 44.00 29.55 23.45 19.50 16.25 14.65 44.75 29.95 23.65 19.75 16.40 14.75 45.15 30.30 23.85 20.05 16.65 14.85 45.70 30.85 24.05 20.30 16.75 15.05 46.15 31.25 24.25 20.45 16.90 15.30 47.10 32.05 25.20 20.80 17.20 15.55 47.60 32.40 25.50 20.95 17.55 15.75 48.45 33.05 25.80 21.30 17.95 16.20 49.35 33.70 26.38 21.45 18.35 16.40 50.25 34.40 26.85 21.80 18.75 16.20 49.35 33.70 26.38 21.45 18.35 16.40 50.25 34.40 26.85 21.80 18.75 16.20 50.25 34.40 26.85 21.80 18.75 16.20 50.25 34.40 26.85 21.80 18.75 16.75 51.00 35.10 27.45 21.95 19.10 17.00 52.15 35.65 27.85 22.35 19.45 17.55 15.55 53.15 36.75 28.35 22.50 20.40 18.75 55.85 38.05 29.45 23.45 20.90 19.10 55.55 55.85 38.05 29.45 23.45 20.90 19.10 55.55 50.25 34.40 37.30 28.85 22.87 20.40 18.75 55.85 38.05 29.45 23.45 20.90 19.10 55.55

Issued:

Effective:

Issued by:

Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110 ACCEPTED

JUL 01 2013

**CPCN 3354** 

# SMITTY MOVERS, LLC HOUSEHOLD GOODS TARIFF NO. 1

#### **RULE 350**

#### MILEAGE RATES

The Mileage rates do not apply on shippments moving wholly within a radius of 100 air-line miles from main Post Office at carrier's base of operations. Charable time will include loading Distance rate named in this rule apply to shipments defined in Rule 20 and are in dollars per 100 pounds. Value declared in writing by the shipper or agreed upon in writing as the released value of the property subject to conditions set forth in Rule 80.

MINIMUN	1 WEIGHT IN	POUNDS					
401-420	\$59.30	\$40.15	\$30.45	\$24.40	\$22.25	\$20.75	\$19.70
421-440	60.55	41.05	30.85	24.85	22.50	21.05	20.25
441-460	61.60	41.65	31.05	25.15	22.85	21.70	20.80
461-480	62.55	42.25	31.40	25.50	23.40	22.35	21.50
481-500	63.75	42.90	31.65	25.85	23.60	22.70	22.00
501-520	64.70	43.50	32.35	26.50	24.05	22.95	22.25
521-540	65.60	44.15	33.00	27.05	24.25	23.50	22.50
541-560	66.50	44.80	33.45	27.65	24.50	23.70	22.85
561-580	67.25	45.15	33.85	28.10	24.95	24.05	23.40
581-600	68.25	45.85	34.45	28.40	25.50	24.30	23.70
601-620	68.75	46.30	34.90	29.00	26.30	25.00	24.20
621-640	69.65	46.95	35.45	29.55	26.50	25.40	24.35
641-660	70.15	47.30	35.85	29.85	26.85	25.65	24.95
661-680	70.75	47.80	36.25	30.30	27.05	26.30	25.40
681-700	71.40	48.60	36.80	30.85	27.70	26.85	26.20
701-725	72.40	49.15	37.26	31.25	28.20	27.20	26.55
726-750	72.75	19.65	37.75	31.65	28.75	27.70	27.45
751-775	73.56	50.30	38.30	32.35	29.40	28.20	27.85
776-800	74.25	50.85	38.90	32.90	29.75	28.75	28.00
801-825	74.50	51.50	39.60	33.45	30.30	29.20	28.25
826-850	75.20	51.95	40.25	34.10	30.75	29.65	28.80
851-875	75.70	52.45	41.15	34.75	31.05	30.20	29.60
876-900	76.20	53.00	41.85	35.45	31.65	30.75	29.95
901-925	76.65	53.55	42.50	36.10	32.20	31.05	30.35
926-950	77.25	53.90	43.05	36.95	32.45	31.55	30.80

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**CPCN** 3354

## SMITTY MOVERS, LLC

#### HOUSEHOLD GOODS TARIFF NO. 1

Rule No

#### **RULES AND REGULATIONS**

#### **BILL FOR PAYMENT**

360

- 1) Upon the completion of a shipment of household goods, the authorized carrier shall present to the person paying for the shipment the original bill for payment.
- 2) The bill must show:
  - (a) The name and address of the carrier.
  - (b) The names of the consignor and consignee.
  - (c) The point of origin and destination.
  - (d) The date and time the shipment was received by the carrier.
  - (e) The date and time of arrival of the shipment at its destination.
  - (f) The date of the bill.
  - (g) The weight of the shipment, if applicable.
  - (h) The route over which the household goods were transported, the name of the point of transfer and the name of each carrier participating in the transportation.
  - (i) The number of the vehicles which transported the household goods.
  - (j) An adequate description of the property transported, including the number of items carried.
  - (k) The rate charged for the service.
  - (I) Any other charge incident to the transportation.
  - (m) A statement that the carrier's rates are subject to regulations by the Transportation Services Authority.
  - (n) Any other information required by the Transportation Services Authority.

Issued:

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Steven M. Smith, Sr. Smitty Movers, LLC 1180 Nellis Blvd. 1A Las Vegas, NV 89110 Effective:

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